**MEDIATION AGREEMENT**

The undersigned have agreed to participate in a mediation to be conducted by **[name of attorney]**, in the matter of **[describe matter]** for the purpose of compromising, settling, or resolving disputed claims and agree as follows:

1. **Mediation Proceedings.** This is a voluntary, nonbinding mediation. All parties to this Agreement agree to participate in the mediation and will attend with one or more persons who have full settlement authority to resolve the dispute among the parties. All proceedings in connection with this mediation shall be subject to this Agreement and applicable provisions of Michigan law (including MCR 2.411 and MCR 2.412) to the extent not inconsistent herewith.

The purpose of the mediation is to attempt to compromise, settle, or resolve disputed claims between the parties. The Mediator’s role is to act as a neutral party for the purpose of assisting the parties to resolve the claims. Prior to, during, and after the mediation, the Mediator is authorized to conduct joint and separate communications and/or meetings with the parties and/or their counsel and, at **[his / her]** discretion, to provide an evaluation of each party’s case, if requested, and to make recommendations for settlement. The parties acknowledge that the Mediator is not acting as an attorney or advocate for any party and any recommendations or statements by the Mediator do not constitute legal advice by the Mediator. The parties acknowledge they have been advised to seek and rely the advice of their own counsel in connection with any settlement or other agreement, including the review of any written Mediation Settlement Agreement by each participant’s independent counsel before execution.

2. **Confidential and Privileged Nature of Mediation Proceedings.** To encourage communications designed to facilitate settlement of disputed claims, the parties agree that all proceedings in connection with this mediation shall be subject to MCR 2.403(J)(4), 2.411, and 2.412 and Rule 408 of the Federal and the Michigan Rules of Evidence. These rules generally provide and the parties agree that evidence of conduct, anything said, or of any admission made during mediation and/or settlement discussions, or in documents prepared for or introduced during mediation and/or settlement discussions, shall not be admissible in evidence or subject to discovery, and that disclosure of this evidence shall not be compelled in any civil action. Evidence that the parties have entered into a written settlement agreement during the mediation may be disclosed and is admissible to the extent necessary to enforce the settlement. This Agreement is subject to the Mediator’s obligation to comply with the Michigan Rules of Professional Conduct, and to the extent inconsistent with the terms of this Agreement, the Rules shall take precedence. All parties to this Agreement represent they will not secretly or overtly make any type of audio or video recording of any of the mediation proceedings and that they will not carry or bring firearms or weapons into the mediation facility or site.

3. **Exclusion of Mediator Testimony and Limitation of Liability.** The Mediator shall not be subpoenaed or otherwise compelled to testify in any proceeding and shall not be required to provide a declaration or finding as to any fact or issue relating to the subject matter of and/or the mediation proceedings or the dispute that is the subject of the mediation proceedings. The Mediator and any documents and information in the Mediator’s possession will not be subpoenaed in any proceeding, and all parties will oppose any effort to have the Mediator or documents subpoenaed. The Mediator shall not be liable to any party for any act or omission in connection with the mediation proceedings conducted pursuant to this Agreement.

4. **Mediator’s services and compensation.** The Mediator’s services shall include attendance at mediation conferences, review of briefs and other written materials, participation in telephone or follow-up conferences and any other services requested by the parties. The Mediator will be compensated at the rate of $**[amount]** per hour for telephone conferences, preparation, pre- and postmediation sessions, mediation, follow-up, and subsequent nonmediation session work. Before the mediation, and before any subsequent or follow-up mediations, Respondent shall deposit with the FINRA an advance deposit, as set forth below, to cover its anticipated share of the Mediator’s compensation:

|  |  |
| --- | --- |
| **Party** | **Deposit Amount** |
|  |  |
| Plaintiff | $**[amount]** |
| Respondent | $**[amount]** |

Any additional fees not covered by the advance deposits shall be invoiced and are payable on receipt of the invoice. Any deposit credit balance remaining at the conclusion of the mediation will be refunded. Counsel for the parties guarantee payment of all fees and expenses. Mediations cancelled within five days of a reserved session date will be subject to cancellation fees. If the reserved session date is filled with another mediation, no cancellation fees will be charged.

5. **Conflict of Interest; Disclosures; Waiver.** The parties and their counsel acknowledge and agree that, in the Mediator’s capacity as mediator, neither **[he / she]**, nor the law firm of **[firm name]**, of which **[he / she]** is a member, are acting as an attorney or advocate for any party in connection with the mediation. The parties and their counsel have disclosed to the Mediator, and the Mediator has disclosed to each of them, all matters that each reasonably believes require disclosure pursuant to MCR 2.411. The parties and their counsel further acknowledge and agree that no conflict of interest has been or will be deemed to exist in any matter in which **[law firm]** has represented, in the past or may represent in the future, interests that may be adverse to the parties or their counsel, and that **[law firm]** will not be disqualified in any such matters by virtue of the Mediator providing mediator services in this case.

6. **Counterpart Execution; Binding on Representatives.** This Agreement may be executed in any number of counterparts, which, when taken together, shall constitute one fully executed Agreement. This Agreement, when so executed, shall inure to the benefit of and be binding on the undersigned parties as well as their counsel, respective representatives, or other persons they have caused to be present during these mediation proceedings.

Parties

**Plaintiff:**

|  |  |  |
| --- | --- | --- |
|  |  | **[Name of entity or party]** |
| Dated: **[date]** |  | **[Signature line]** **[Typed name of authorized signer]** Its: **[Title of authorized signer]** |

**Defendant:**

|  |  |  |
| --- | --- | --- |
|  |  | **[Name of entity or party]** |
| Dated: **[date]** |  | **[Signature line]** **[Typed name of authorized signer]** Its: **[Title of authorized signer]** |

Attorneys

|  |  |  |
| --- | --- | --- |
|  |  | **[Firm name]** |
| Dated: **[date]** |  | **[Signature line]** **[Typed name of attorney]** (P**[number]**) Attorney for Plaintiff **[Address, telephone, email]** |

|  |  |  |
| --- | --- | --- |
|  |  | **[Firm name]** |
| Dated: **[date]** |  | **[Signature line]** **[Typed name of attorney]** (P**[number]**) Attorney for Defendant **[Address, telephone, email]** |

Mediator

|  |  |  |
| --- | --- | --- |
| Dated: **[date]** |  | **[Signature line]** **[Typed name of mediator]** **[Address, telephone, email]** |